

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

**IN RE:**

**CASE NO.: 8:18-bk-00212-CPM  
CHAPTER 7**

**DAVID LEE HELMS,**

**Debtor.**

**MOTION FOR RELIEF FROM AUTOMATIC STAY**  
*(Final Judgment of Foreclosure Obtained)*

**NOTICE OF OPPORTUNITY TO  
OBJECT AND REQUEST FOR HEARING**

Pursuant to Local Rule 2002-4, the Court will consider the relief requested in this paper without further notice or hearing unless a party in interest files a response within twenty one (21) days from the date set forth on the attached proof of service, plus an additional three days for service if any party was served by U.S. Mail.

If you object to the relief requested in this paper, you must file a response with the Clerk of the Court at Sam M. Gibbons United States Courthouse, 801 N. Florida Avenue, Suite 555, Tampa, Florida 33602 and serve a copy on the movant's attorney, Attorney for Secured Creditor, at Robertson, Anschutz & Schneid, PL, 6409 Congress Ave., Suite 100, Boca Raton, FL 33487, and any other appropriate persons within the time allowed. If you file and serve a response within the time permitted, the Court will either schedule and notify you of a hearing, or consider the response and grant or deny the relief requested without a hearing.

If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

Secured Creditor, PNC Bank, National Association, by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor(s), David Lee Helms, filed a voluntary petition pursuant to Chapter 7 of the

United States Bankruptcy Code on January 12, 2018.

2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.

3. Secured Creditor filed a foreclosure complaint against the Debtor(s) on December 10, 2013 in the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Case Number: 13-011361-CI, due to the default under the terms of the Note and Mortgage securing Secured Creditor's interest in certain real property legally described as:

LOT 15 AND 16, BLOCK 16, REVISED MAP OF SOUTH DAVISTA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT 4, PAGE 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

This property is located at the street address of: 325 71<sup>st</sup> St South, St Petersburg, Florida 33707.

4. A Final Judgment of Foreclosure ("Judgment") was entered against the Debtor(s) June 20, 2017 in the amount of \$2,856,668.37. A true and accurate copy of the Judgment attached hereto as Exhibit "A." The Judgment has not been satisfied by the Debtor(s).

5. The appraised value of the property is \$1,250,000.00. See Exhibit "B" which is attached hereto and permissible as a property valuation under Fed. R. Evid. 803(8).

6. Based upon the Debtor(s)' schedules, the property is surrendered and claimed as exempt. The Trustee has not abandoned the property.

7. Secured Creditor's security interest in the subject property is being significantly jeopardized by Debtor(s)' failure to comply with the terms of the subject loan documents while Secured Creditor is prohibited from pursuing lawful remedies to protect such interest. Secured

Creditor has no protection against the erosion of its collateral position and no other form of adequate protection is provided.

8. If Secured Creditor is not permitted to enforce its security interest in the collateral or be provided with adequate protection, it will suffer irreparable injury, loss, and damage.

9. Secured Creditor respectfully requests the Court grant it relief from the Automatic Stay in this cause pursuant to §362(d)(1) of the Bankruptcy Code, for cause, namely the lack of adequate protection to Secured Creditor for its interest in the above stated collateral. The value of the collateral is insufficient in and of itself to provide adequate protection which the Bankruptcy Code requires to be provided to the Secured Creditor. Secured Creditor additionally seeks relief from the Automatic Stay pursuant to §362(d)(2) of the Bankruptcy Code, as the collateral is unnecessary to an effective reorganization of the Debtor's assets.

10. Once the stay is terminated, the Debtor will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

11. Secured Creditor has incurred court costs and attorney's fees in this proceeding and will incur additional fees, costs and expenses in foreclosing the Mortgage and in preserving and protecting the property, all of which additional sums are secured by the lien of the mortgage. Secured Creditor seeks an award of its reasonable attorneys' fees and costs, or alternatively, leave to seek recovery of its reasonable attorneys' fees and costs in any pending or subsequent foreclosure proceeding.

12. A Proposed Order accompanies this Motion. See Exhibit "C" attached hereto.

**WHEREFORE**, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) to permit Secured Creditor to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, and to any such further relief as this Honorable Court deems just and appropriate.

**I HEREBY CERTIFY** that on February 13, 2018, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

David Lee Helms  
325 71st Street S  
Saint Petersburg, FL 33707

Jesse D Berkowitz  
Berkowitz and Myer  
4900 Central Ave  
St. Petersburg, FL 33707

Carolyn R. Chaney  
PO Box 530248  
St. Petersburg, FL 33747

United States Trustee - TPA7/13  
Timberlake Annex, Suite 1200  
501 E Polk Street  
Tampa, FL 33602

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.  
Attorney for Secured Creditor  
6409 Congress Ave., Suite 100  
Boca Raton, FL 33487  
Telephone: 561-241-6901  
Facsimile: 561-241-1969  
By: /s/ Bouavone Amphone  
Bouavone Amphone, Esquire  
Florida Bar Number 20644  
Email: bamphone@rasflaw.com

## **EXHIBIT “A”**

**IN THE CIRCUIT COURT FOR THE SIXTH  
JUDICIAL CIRCUIT IN AND FOR  
PINELLAS COUNTY, FLORIDA  
CIVIL DIVISION**

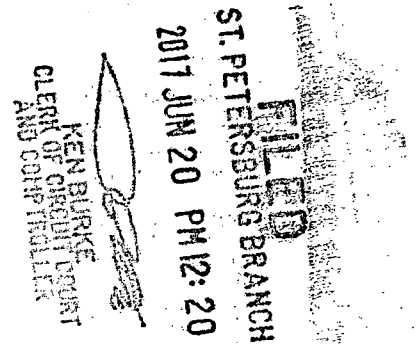
**PNC BANK, NATIONAL ASSOCIATION,  
Plaintiff,**

**vs.**

**DAVID HELMS A/K/A DAVID L. HELMS;  
ROBIN A. HELMS A/K/A ROBIN HELMS;  
JOSEPH M. BEARSON; UNITED STATES  
OF AMERICA; CITY OF ST. PETE BEACH  
A/K/A CITY OF ST. PETERSBURG BEACH,  
FLORIDA; PNC BANK, NATIONAL  
ASSOCIATION SUCCESSOR BY MERGER  
TO NATIONAL CITY BANK; ANY AND  
ALL UNKNOWN PARTIES CLAIMING BY,  
THROUGH, UNDER, AND AGAINST THE  
HEREIN NAMED INDIVIDUAL  
DEFENDANT(S) WHO ARE NOT KNOWN  
TO BE DEAD OR ALIVE, WHETHER SAID  
UNKNOWN PARTIES MAY CLAIM AN  
INTEREST AS SPOUSES, HEIRS,  
DEWISEES, GRANTEES, OR OTHER  
CLAIMANTS,**

**Defendant(s).**

**REF #: 13-011361-CI  
UCN:**



**UNIFORM FINAL JUDGMENT OF FORECLOSURE**

**THIS MATTER** was tried before the Court at the Non-Jury Trial of Plaintiff, PNC BANK, NATIONAL ASSOCIATION, on June 20, 2017. After consideration of all evidence presented, this Court rules as follows:

**IT IS ADJUDGED that:**

1. Plaintiff has submitted a Certificate of Compliance with Foreclosure Procedures in compliance with Administrative Order 2015-043 or any subsequent Administrative Order.
2. **VALUE OF CLAIM:** At the initiation of this action, in accordance with section 28.241(1)(a)2.b., Florida Statutes, Plaintiff estimated the amount in controversy of the claim to be \$1,950,000.00. In accordance with section 28.241(1)(a)2.c., Florida Statutes, the Court identifies the actual value of the claim to be \$2,855,593.37, as set forth below. For any difference between the estimated amount in controversy and the actual value of the claim that requires the filing fee to be adjusted, the Clerk shall adjust the filing fee. In determining whether the filing fee needs to be adjusted, the following graduated filing fee scale in section 28.241(1)(a)2.d., Florida Statutes, controls:

\$400	Value of claim less than or equal to \$50,000 with 5 defendants or less
\$905	Value of claim greater than \$50,000 but less than \$250,000 with 5 defendants or less
\$1,905	Value of claim \$250,000 or greater with 5 defendants or less

If an excess filing fee was paid, the Clerk shall provide a refund of the excess fee. If an additional filing fee is owed, the Plaintiff shall pay the additional fee at least 24 hours prior to the judicial sale. If any additional filing fee owed is not paid prior to the judicial sale, the Clerk shall cancel the judicial sale without further order of the Court.

3. The following amounts are due and owed to the Plaintiff:

Principal due on the note secured by the mortgage foreclosed:	\$1,950,000.00
Interest on the note and mortgage from March 1, 2010 to June 20, 2017	\$468,265.55
Escrow Advance	\$408,704.44
Late Charges	\$791.58
Vacant Property Registration	\$890.00
Sheriff Costs	\$1,721.00
Brokers Price Opinion	\$100.00
Inspections	\$1,009.50
Title Charges	\$90.00
Court Costs:	
Filing Fee:	\$2,070.30
Service of Process:	\$660.00
SUBTOTAL	\$2,834,302.37
Additional Costs	\$426.00
Publication Cost- Notice of Action: \$125.00	
Court Reporting Cost: \$95.00	
Filing Cost- Motion for Relief: \$176.00	
Court Cost- Telephonic Hearing: \$30.00	
SUBTOTAL	\$2,834,728.37
Attorneys' fees based upon 86 hours at \$215.00 per hour	\$18,490.00
Flat Fee: \$3,450.00	
<b>TOTAL SUM</b>	<b>\$2,856,668.37</b>

4. The total sum in paragraph 3 will bear interest at the prevailing statutory interest rate of ~~5.05~~ <sup>8.75</sup> percent per year from this date through December 31 of this current year. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust annually in accordance with section 55.03(3), Florida Statutes.

5. Plaintiff, whose address is 3232 Newmark Drive, Miamisburg, OH 45342, holds a lien for the total sum specified in paragraph 3 herein. The lien of the Plaintiff is superior in dignity to all rights, titles, interests, or claims of the Defendant(s) and all persons, corporations, or other



entities claiming by, through, or under the Defendant(s), or any of them and the property will be sold free and clear of all claims of Defendant(s), with the exception of any assessments that are superior pursuant to sections 718.116 and 720.3085, Florida Statutes. The Plaintiff lien encumbers the subject property located in Pinellas County, Florida, and described as:

**LOTS 15 AND 16, BLOCK 52, REVISED MAP OF SOUTH DAVISTA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.**

**Property Address: 325 71ST ST S, ST PETERSBURG, FL 33707**

6. If the total sum with interest at the rate described in paragraph 4 and all costs accrued subsequent to this judgment are not paid, the Clerk of Circuit Court shall sell the subject property at public sale on October 12, 2017 to the highest bidder for cash, except as prescribed in Paragraph 7, in the following location:

☒ In an online sale at [www.pinellas.realforeclose.com](http://www.pinellas.realforeclose.com), beginning at 10 a.m. on the Prescribed date

after having first given notice as required by section 45.031, Florida Statutes. Plaintiff must arrange for publication of notice of sale in accordance with chapters 45 and 702, Florida Statutes. The Plaintiff must file the original Notice of Sale and Affidavit of Proof of Publication with the Clerk no later than 24 hours prior to the sale.

The sale date set by the judgment can only be canceled and rescheduled by court order. Any motion or request to cancel this sale must be served on all parties in conformity with Florida Rule of Civil Procedure 1.080(a) and must be set for hearing with proper notice. Claiming this matter is an "emergency" does not avoid this requirement. A violation of any party's due process rights will subject the movant and/or counsel to sanctions. See *Jade Winds v. Citibank*, 63 So. 3d 819 (3d DCA 2011).

If a Plaintiff wishes to cancel a sale, a written motion must be filed with the Court in substantial compliance with Florida Rules of Civil Procedure Form 1.996(c). The motion also must state the number of times the Plaintiff has previously requested the cancellation of a sale and must include an affidavit with supporting grounds for the motion. Any proposed order prepared to cancel the sale must also include a date to reschedule the sale.

7. Plaintiff shall advance all subsequent required costs of this action. Except for the fee to the Clerk as provided in section §45.035, Florida Statutes, and publishing costs supported by an affidavit, reimbursement or credit for such costs shall be by court order based upon a written motion and adjudication at a hearing with notice. If a third party bidder is the purchaser, the third party bidder must pay the documentary stamps attached to the certificate of title in addition to the bid.
8. If the Plaintiff incurs additional expenses subsequent to the entry of this final judgment but prior to the sale date specified in paragraph 6, Plaintiff may, by written motion served on all

parties and adjudication at a hearing with notice, seek to amend this final judgment to include said additional expenses.

9. Only the judgment owner will be allowed to credit bid. An assignment of the final judgment of foreclosure filed with the Clerk of the Circuit Court prior to the public sale will effectively transfer with it the right to credit bid at the sale. Court approval of the assignment of the final judgment is not required.

The filing of a Certificate of Sale by the Clerk gives certain property rights to the highest bidder. In order to assign those rights and have the Certificate of Title issued to a third party, the highest bidder must file a written conveyance made in accordance with section 689.01 or section 692.01, Florida Statutes, governing real estate transfers. Such conveyance must be filed with the Clerk prior to the issuance of the Certificate of Title. Neither the Court nor the Clerk will change a Certificate of Title based upon a conveyance filed after the Certificate of Title has been issued.

10. On the filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the Plaintiff's costs; second, documentary stamps affixed to the Certificate, unless the property is purchased by a third party bidder; third, Plaintiff's attorneys' fees; fourth, the total sum due to the Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 4 from this date to the date of the sale; and by retaining any remaining amount pending further Order of this Court.
11. On filing of the Certificate of Sale, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. On filing of the Certificate of Sale, Defendant's right of redemption as provided by section 45.0315, Florida Statutes shall be terminated.
12. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the flat fee of \$3450.00 is reasonable and appropriate for the Plaintiff's counsel's attorney's fees. Furthermore, the Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that 86.00 hours were reasonably expended by Plaintiff's counsel and that and hourly rate of \$215.00 is appropriate. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF. The Court finds that there are no reasons for either reduction or enhancement pursuant to *Florida Patient's Compensation Funds v. Rowe*, 472 So. 2d 1145 (Fla. 1985), and the Court therefore has awarded reasonable attorney's fees in the amount indicated in paragraph 3 of this Judgment.
13. IMPORTANT INFORMATION PROVIDED pursuant to section 45.031, Florida Statutes:

**IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.**

**IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT A LEGAL SERVICES OFFICE, SUCH AS: GULF COAST LEGAL SERVICES, INC., 314 S. MISSOURI AVE., SUITE 109, CLEARWATER, FL 33756, (727) 443-0657 / COMMUNITY LAW PROGRAM, 501 FIRST AVE N., ROOM 519, ST. PETERSBURG, FL 33701, (727) 582-7480 / BAY AREA LEGAL SERVICE, INC., 4948 CENTRAL AVE., ST. PETERSBURG, FL 33707, (800) 625-2257 / BAY AREA LEGAL SERVICE, INC., 37718 MERIDIAN AVENUE, DADE CITY, FL 33532 (800) 625-2257 / BAY AREA LEGAL SERVICE, INC., 8406 MASSACHUSETTS AVE, STE B-2, NEW PORT RICHEY, FL 34653, (800) 625-2257 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST ANOTHER OPTION. IF YOU CHOOSE TO CONTACT ONE OF THESE SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.**

14. Upon issuance of the Certificate of Title the new owner/titleholder shall be let into possession of the property. Because of the provisions of section 83.561, Florida Statutes, the Clerk shall decline issuance of a Writ of Possession without a Court order. By using the procedures and forms found in Administrative Order 2015-043 the new owner/titleholder may obtain such an order.
15. If the tenant fails to vacate the premises in accordance with the Notice of Termination, the titleholder may apply to the Court for a writ of possession by filing and serving an application in the form of a sworn affidavit pursuant to section 83.561(2), Florida Statutes.
16. Alternatively, if the titleholder takes title to a residential property occupied by a tenant meeting an exception in section 83.561(3), Florida Statutes, the titleholder may immediately apply to the Court for a writ of possession by filing and serving a sworn affidavit demonstrating the tenant meets one of the exceptions listed in the statute.
17. Upon review of an application for writ of possession under section 83.561(2) or section 83.561(3), Florida Statutes, the Court may enter an order directing the Clerk to issue a writ of possession pursuant to section 83.62, Florida Statutes.
18. The Court retains jurisdiction of this action to enter further Orders that are proper, including without limitation, Orders authorizing writs of possession and an award of attorney's fees, and to enter a deficiency judgment **(if sought and if appropriate)** if the Defendant has not been discharged in bankruptcy. **Judgment is further reserved as to orders granting leave to file supplemental and/or amended pleadings to add additional parties, and orders resolving any disputes with respect to assessments and/or other amounts allegedly due associations.**
19. **The United States of America shall have the right of redemption provided by 28 U.S.C. §2410(c) and, if it is the successful bidder at the foreclosure sale, it shall be allowed**

**thirty (30) days to deliver a Treasury check to the Clerk of Court in payment of the amount of its bid. Further, the deposit required by Florida Statutes 45.021(2) shall be waived.**

20. This Court has determined that the legal description contained within the Mortgage given by DAVID HELMS A/K/A DAVID L. HELMS; ROBIN A. HELMS A/K/A ROBIN HELMS, to the payee named thereon executed on May 24, 2007, and recorded in Official Records Book 15810 at Page 368 of the Public Records of Pinellas County, Florida was incorrect. The legal description of said Mortgage shall hereby be reformed to reflect the correct legal description, and shall hereafter be referred to by the following legal description:


**LOTS 15 AND 16, BLOCK 52, REVISED MAP OF SOUTH DAVISTA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.**

21. This Court has determined that the legal description contained within the Deed given by JOSEPH M. BEARSON, to the payee named thereon executed on May 24, 2007, and recorded in Official Records Book 15810 at Page 366 of the Public Records of Pinellas County, Florida was incorrect. The legal description of said Deed shall hereby be reformed to reflect the correct legal description, and shall hereafter be referred to by the following legal description:

**LOTS 15 AND 16, BLOCK 52, REVISED MAP OF SOUTH DAVISTA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.**

22. Due to a non-reaffirmed debt in Bankruptcy, Plaintiff will not seek a deficiency.

**DONE AND ORDERED** at St. Petersburg, PINELLAS County, Florida on this 20  
day of June, 2017.

  
CIRCUIT JUDGE

Copies furnished to:

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.  
ATTORNEYS FOR PLAINTIFF  
6409 CONGRESS AVE., SUITE 100  
BOCA RATON, FL 33487  
PRIMARY EMAIL: MAIL@RASFLAW.COM

WEIDNER LAW, P.A.  
MATTHEW D WEIDNER, ESQ.  
ATTORNEY FOR DAVID HELMS A/K/A DAVID L. HELMS  
250 MIRROR LAKE DRIVE NORTH  
ST PETERSBURG, FL 33701  
PRIMARY EMAIL: SERVICE@MATTWEIDNERLAW.COM

ROBIN A. HELMS A/K/A ROBIN HELMS  
325 71ST ST S  
ST PETERSBURG, FL 33707

GAY AND GORDON ATTORNEYS, P.A.  
SEYMOUR A. GORDON, ESQ.  
ATTORNEY FOR JOSEPH M. BEARSON  
699 1ST AVE N  
PO BOX 265  
ST. PETERSBURG, FL 33731  
PRIMARY EMAIL: SYGO96@AOL.COM

UNITED STATES OF AMERICA  
400 N. TAMPA ST., SUITE 3200  
TAMPA, FL 33602

CITY OF ST. PETE BEACH A/K/A CITY OF ST. PETERSBURG BEACH, FLORIDA  
155 COREY AVENUE  
ST. PETE BEACH, FL 33706

PNC BANK, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO NATIONAL  
CITY BANK  
222 DELAWARE AVE  
WILMINGTON, DE 19899

## **EXHIBIT “B”**



INSPECTION DATE 12/4/2017		SERVICER LOAN NO.		SERVICER TRACKING NO.		ORDER NO.	
SERVICE REQUESTED FHLMC 1092 BPO (NEW) Standard Exteric		SERVICE PROVIDED Exterior		MLS PHOTOS AVAILABLE Yes		SERVICER DEPT	
FLORIDA INTERNATIONAL RESORTS REALTY				BROKER/PHONE CHRISTOPHER KOWALSKI (727)410-2812			
DISCLOSURE **See Disclosure Addendum**							
QUALITY REVIEW REMARKS Due to the lack of similar size and age non waterfront comps, it was necessary to expand the search for comps through out Pinellas county and up to 1 year back for sold comps. Valued on the lower end of the range since the subject is not located on a golf course like many of the available comps.							
SUBJECT PROPERTY DESCRIPTION							
NAME -		ADDRESS 325 71ST ST S				UNIT NO.	
CITY ST PETERSBURG		COUNTY Pinellas		STATE FL		ZIP 33707	
CURRENTLY LISTED? No	LISTING BROKER/PHONE			APN 19-31-16-84186-052-0150		MOBILE/MANUF VIN/SN (If Applicable)	
PROPERTY TYPE SFD		HOMEOWNERS ASSOC FEE PER MONTH (IF APPLICABLE) \$		OCCUPANT Owner Occupied			
ESTIMATE OF REPAIRS NEEDED FOR SUBJECT PROPERTY (FOR MARKETABLE AVERAGE CONDITION)?							
<b>INTERIOR REPAIRS</b>				<b>EXTERIOR REPAIRS</b>			
CLEANING \$				DEBRIS REMOVAL \$ 0 None			
STRUCTURE \$				SIDING/PAINT \$ 0 None			
PAINT \$				STRUCTURAL \$ 0 None			
CARPETS/FLOORING \$				ROOF \$ 0 None			
KITCHEN/APPLIANCES \$				WINDOWS \$ 0 None			
BATHROOMS \$				LANDSCAPING \$ 0 None			
UTILITIES \$				OUTBUILDINGS \$ 0 None			
OTHER \$				OTHER \$ 0 None			
COMMENTS				COMMENTS No repairs are recommended.			
<b>REPAIR TOTALS \$ 0</b>							
OVERALL PROPERTY CONDITION Good				ANY ITEMS REQUIRING IMMEDIATE ATTENTION? No			
TITLE/LEGAL ISSUES No				ENVIRONMENTAL ISSUES AFFECTING THE PRICE OF THE PROPERTY? No			
IF YES TO ANY OF THE ABOVE, PLEASE EXPLAIN -- GIVE GOOD/BAD PROPERTY COMMENTS BELOW							
INTERIOR							
EXTERIOR Good condition - attached garage - in ground pool - centrally located. The subject is a much larger home than most in the area. The subject also has a detached garage.							
TYPICAL INSPECTIONS							
TERMITE Yes	WELL/SEPTIC No	HEATING No	ENGINEER No	STRUCTURAL No	ROOF Yes	OTHER	
NEIGHBORHOOD							
PROPERTY PRICE Stable		PREDOMINANT OCCUPANCY Owner		AVG DOM MARKETING TIME LISTINGS: 52 SOLDS: 47		VACANCY RATE 0 to 5%	
EMPLOYMENT CONDITIONS Stable		MARKET CONDITIONS Stable		REO/BOARDED 0 to 5%		VANDALISM RISK Minimal	
NEIGHBORHOOD ACTIVE LISTINGS 61		HOMES IN THIS AREA RANGE FROM \$ 165,000 TO \$ 2,499,000					
COMMENTS The subject property is located in a neighborhood with mostly much smaller homes and is centrally located close to shopping, schools and the Gulf of Mexico beaches. Values in the area have been remaining stable.							
PRICE ESTIMATION							
	0 TO 90 DAYS PRICE SUGGESTED LIST		90 TO 120 DAYS PRICE SUGGESTED LIST		120 TO 180 DAYS PRICE SUGGESTED LIST		
AS-IS	\$ 1,200,000	\$ 1,250,000	\$ 1,225,000	\$ 1,275,000	\$ 1,250,000	\$ 1,300,000	
AS-REPAIRED	\$ 1,200,000	\$ 1,250,000	\$ 1,225,000	\$ 1,275,000	\$ 1,250,000	\$ 1,300,000	
PROPERTY SHOULD BE LISTED: As-Is							
LAST SALE DATE (IF SOLD IN LAST 12 MOS)		LAST SALE AMOUNT (IF SOLD IN LAST 12 MOS) \$			LAND PRICE \$ 333,000		
COMMENTS (DESCRIBE YOUR REASONS FOR RECOMMENDING THAT THE HOME BE SOLD "AS-IS" OR "AS-REPAIRED")							
AS-IS: No repairs are recommended.							
AS-REPAIRED: None.							
PLEASE PROJECT THE CLOSING COSTS AND SALES PRICE PER YOUR RECOMMENDED STRATEGY:							
COMMISSION PERCENT 6 %	COMMISSION AMOUNT \$ 72,000	TITLE INSURANCE \$	LEGAL/ESCROW \$	RECORDING/TRANSFER \$	PROPERTY TAXES \$ 23,705	ASSESSMENTS \$	

COMPETITIVE LISTINGS (USE MOST COMPARABLE)									
DESCRIPTION		SUBJECT		COMP ONE		COMP TWO		COMP THREE	
ADDRESS		325 71ST ST S		5029 Muellers Ln		316 Signature Ter		6226 Fairway Bay Blvd S	
CITY		ST PETERSBURG		Safety Harbor		Safety Harbor		St Petersburg	
PROXIMITY TO SUBJ		NA		18 MILES		17.24 MILES		1.40 MILES	
CURR LIST PRICE		\$		\$ 1,100,000		\$ 1,290,000		\$ 1,575,000	
CURR LIST DATE (IF AVAIL)				DOM 10/31/2017		DOM 06/01/2017		DOM 10/16/2016	
ORIG LIST PRICE (IF AVAIL)		\$		\$ 1,100,000		\$ 1,450,000		\$ 1,699,000	
ORIG LIST DATE (IF AVAIL)				10/31/2017		06/01/2017		10/16/2016	
DESCRIPTION		SUBJECT		COMP ONE		COMP TWO		COMP THREE	
ABOVE GRADE ROOM COUNT (TOTAL/BDRMS/BATHS)		TOT/BR/BA 10 6 8.0 UP SQFT		TOT/BR/BA 9 5 4.0 UP SQFT		TOT/BR/BA 10 6 5.5 UP SQFT		TOT/BR/BA 11 7 5.5 UP SQFT	
ABOVE GROUND AREA		MAIN SQFT 6,861 BSMT SQFT GLA SQFT 6,861		MAIN SQFT 6,430 BSMT SQFT GLA SQFT 6,430		MAIN SQFT 6,114 BSMT SQFT GLA SQFT 6,114		MAIN SQFT 6,852 BSMT SQFT GLA SQFT 6,852	
LOCATION		Suburb		Suburb		Suburb		Suburb	
SIZE/LOT SIZE		0.65		0.80		0.96		0.48	
PROPERTY TYPE/STYLE		SFD Contemp		SFD Contemp		SFD Contemp		SFD Contemp	
AGE		9		28		18		25	
OVERALL CONDITION		Good		Good		Good		Good	
GARAGE/CARPORT		3 CAR Gar Det		3 CAR Gar Att		3 CAR Gar Att		3 CAR Gar Att	
EXTERIOR IMPROVEMENTS PORCH/DECK/FENCE/ETC		Patio POOL In-Ground		Patio POOL In-Ground		Patio POOL In-Ground		Patio POOL In-Ground	
OVERALL RATING/EST VALUE OF ALL ADJUSTMENTS		(Indicate plus or minus.)		+ \$ 0		+ \$ 0		+ \$ 0	
PROPERTY MOST COMPARABLE TO SUBJECT: Comp 1									
COMMENTS (EXPLAIN WHY PROPERTY IS MOST COMPARABLE)									
COMP ONE: Comp is the most similar to the subjects square footage, lot size and location.									
COMP TWO: Comp is a similar size home located in a similar area.									
COMP THREE: Comp is a similar size home but is in a gated gold course community - superior.									

CLOSED SALES (USE MOST COMPARABLE)																	
DESCRIPTION	SUBJECT				COMP ONE			COMP TWO			COMP THREE						
ADDRESS	325 71ST ST S				7347 Sawgrass Point Dr N			12983 74th Ave N			1135 Skve Ln						
CITY	ST PETERSBURG				Pinellas Park			Seminole			Palm Harbor						
PROXIMITY TO SUBJ	NA				6.24 MILES			7.10 MILES			23.31 MILES						
ORIG LIST PRICE (IF AVAIL)	\$				\$ 1,599,000			\$ 2,250,000			\$ 1,835,000						
LIST PRICE WHEN SOLD	\$				\$ 1,499,000			\$ 1795000			\$ 1,599,900						
SALES PRICE	\$				\$ 1,025,000			\$ 1,450,000			\$ 1,450,000						
SALES DATE			DOM		12/21/2016		DOM 290		01/27/2016		DOM 550		01/18/2016		DOM 307		
DESCRIPTION	SUBJECT				COMP ONE			ADJ		COMP TWO		ADJ		COMP THREE		ADJ	
ABOVE GRADE ROOM COUNT	TOT/BR/BA 10 6 8.0 UP SQFT				TOT/BR/BA 8 4 3.5 UP SQFT			I		TOT/BR/BA 8 4 5.5 UP SQFT		I		TOT/BR/BA 9 5 6.5 UP SQFT		E	
ABOVE GROUND AREA	MAIN SQFT 6,861 BSMT SQFT %FIN GLA SQFT 6,861				MAIN SQFT 6,311 BSMT SQFT %FIN GLA SQFT 6,311					MAIN SQFT 6,299 BSMT SQFT %FIN GLA SQFT 6,299				MAIN SQFT 6,908 BSMT SQFT %FIN GLA SQFT 6,908			
LOCATION	Suburb				Suburb			E		Suburb		E		Suburb		E	
SIZE/LOT SIZE	0.65				0.38			I		2.41		S		0.46		I	
PROPERTY TYPE/STYLE	SFD Contemp				SFD Contemp			E		SFD Contemp		E		SFD Contemp		E	
AGE	9				20			I		7		E		16		I	
OVERALL CONDITION	Good				Good			E		Good		E		Good		E	
GARAGE/CARPORT	3 CAR Gar Det				3 CAR Gar Att			E		3 CAR Gar Att		E		3 CAR Gar Att		E	
EXTERIOR IMPROVEMENTS PORCH/DECK/FENCE/ETC	Patio POOL In-Ground				Patio POOL In-Ground			E		Patio POOL None		E		Patio POOL In-Ground		E	
OVERALL RATING/EST VALUE OF ALL ADJUSTMENTS	(Indicate plus or minus.)				+ \$ 0			E		+ \$ 0		E		+ \$ 0		E	
PROPERTY MOST COMPARABLE TO SUBJECT: Comp 1																	
COMMENTS (EXPLAIN WHY PROPERTY IS MOST COMPARABLE)																	
COMP ONE: Comp is a similar size home located in a similar market area.																	
COMP TWO: Comp is a similar home situated on a much larger lot - superior.																	
COMP THREE: Comp is a similar size home located in a gated golf course community - superior.																	



## Disclosure Addendum

This disclosure addendum, dated 12/06/2017, is incorporated into this BPO Reference #8904246 of the same date and supplements the same as follows:

**Disclosure** This is a comparative market analysis and not an appraisal. It was prepared by a licensed real estate broker, associate broker or salesperson, not a licensed appraiser.

To Consumers and Other Recipients: This Broker Price Opinion (BPO) is intended for use by the order party and any other contractually permitted parties. With the exception of the party that ordered the BPO and any other contractually permitted parties, no party receiving a copy of the BPO, including the homeowner, may rely on any of the information contained in the BPO. MCS Valuations shall have no liability to any non-customer party receiving a copy the BPO for any claims related to any information included in the BPO. If you are a third party recipient of the BPO and have any questions about it or the information contained in it, please contact the party that ordered the BPO. Consumers who receive the BPO in connection with a mortgage loan application should contact their lender with any questions.

**Intended Use**

The intended purpose of this report is to assist with mortgage due diligence and decision-making processes.



## Photos

ACCOUNT NUMBER	TRACKING NUMBER		MCS Valuations ORDER.
NAME -	ADDRESS 325 71ST ST S	CITY, STATE, ZIP ST PETERSBURG, FL 33707	
PHOTOS COMMENT			

Subject Front



Subject Front



Subject Side



Account #:

Tracking #:



## Photos

ACCOUNT NUMBER	TRACKING NUMBER		MCS Valuations ORDER.
NAME -	ADDRESS 325 71ST ST S	CITY, STATE, ZIP ST PETERSBURG, FL 33707	
PHOTOS COMMENT			

Subject Side



Subject House Number



Street View



Account #:

Tracking #:





## Photos

ACCOUNT NUMBER	TRACKING NUMBER		MCS Valuations ORDER.
NAME -	ADDRESS 325 71ST ST S	CITY, STATE, ZIP ST PETERSBURG, FL 33707	
PHOTOS COMMENT			

Listing 1 (5029 Muellers Ln)



Listing 2 (316 Signature Ter)



Listing 3 (6226 Fairway Bay Blvd S)



Account #:

Tracking #:



## Photos

ACCOUNT NUMBER	TRACKING NUMBER		MCS Valuations ORDER.
NAME -	ADDRESS 325 71ST ST S	CITY, STATE, ZIP ST PETERSBURG, FL 33707	
PHOTOS COMMENT			

Sold 1 (7347 Sawgrass Point Dr N)



Sold 2 (12983 74th Ave N)



Sold 2 (12983 74th Ave N)



Account #:

Tracking #:



## Photos

ACCOUNT NUMBER	TRACKING NUMBER		MCS Valuations ORDER.
NAME -	ADDRESS 325 71ST ST S	CITY, STATE, ZIP ST PETERSBURG, FL 33707	
PHOTOS COMMENT			

Sold 3 (1135 Skye Ln)



Account #:

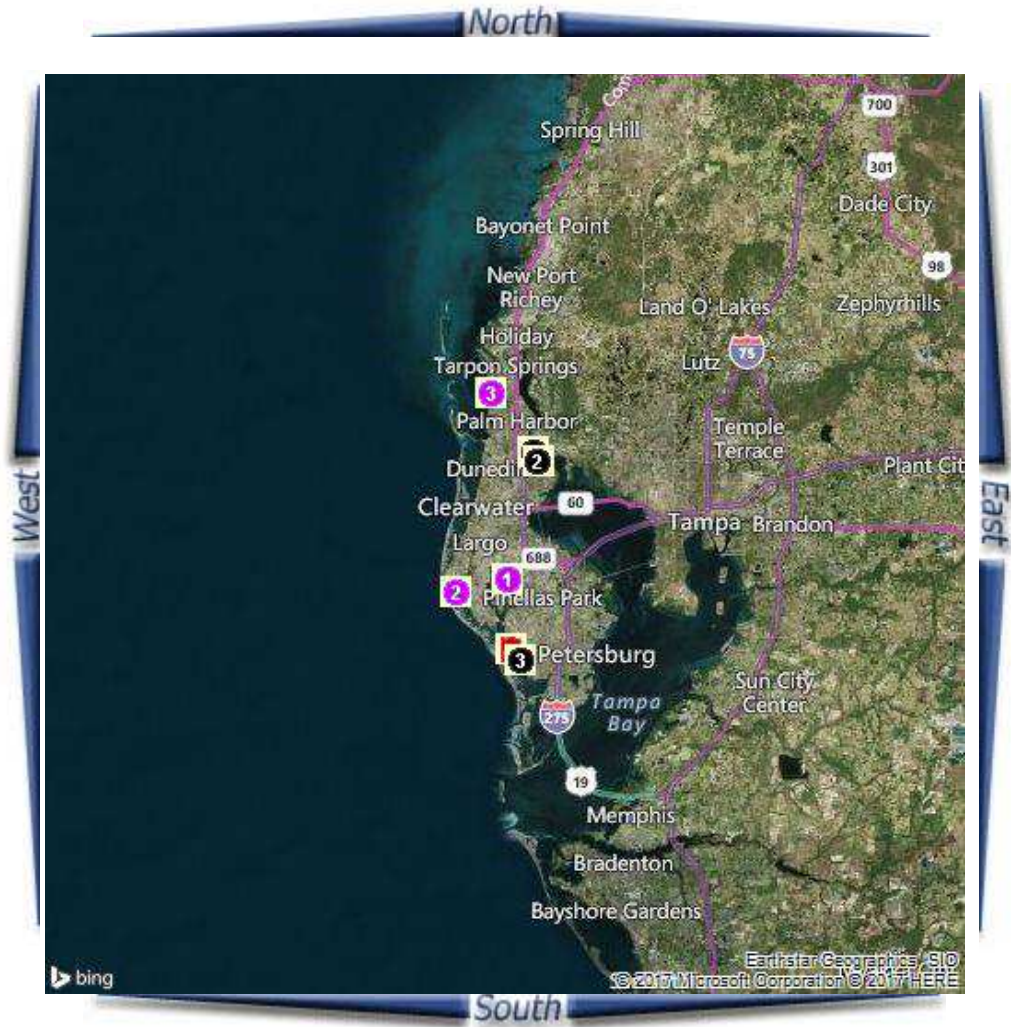
Tracking #:





Map

Aerial View

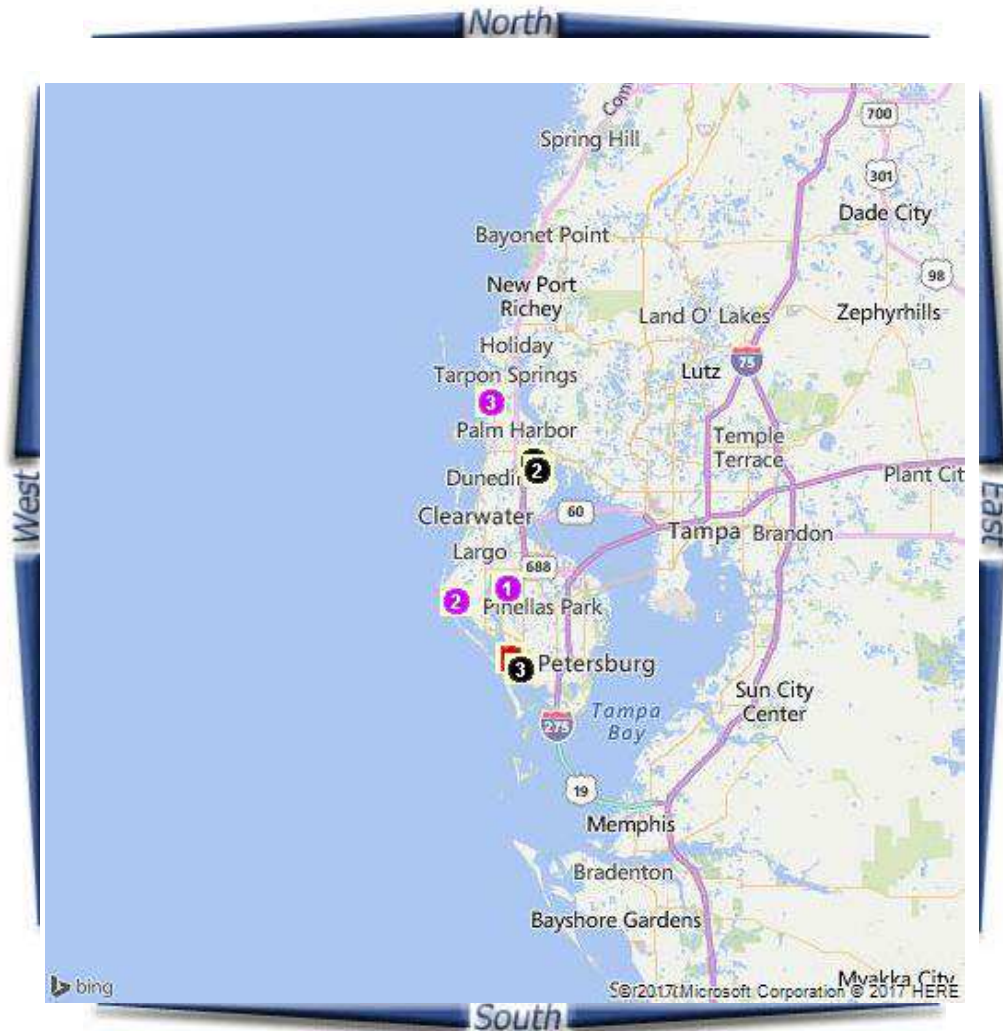




Map

ACCOUNT NUMBER	TRACKING NUMBER	MSC Valuations ORDER NO
NAME	ADDRESS 325 71ST ST S	CITY,STATE,ZIP ST PETERSBURG, FL 33707

Road Map View



### Subject Property

325 71ST ST S  
ST PETERSBURG, FL 33707

#### **1 Comp. Listing 1**

5029 Muellers Ln  
Safety Harbor, FL 34695  
Dist From Subject: 18 Miles

#### **2 Comp. Listing 2**

316 Signature Ter  
Safety Harbor, FL 34695  
Dist From Subject: 17.24 Miles

#### **3 Comp. Listing 3**

6226 Fairway Bay Blvd S  
St Petersburg, FL 33707  
Dist From Subject: 1.40 Miles

#### **1 Closed Sale 1**

7347 Sawgrass Point Dr N  
Pinellas Park, FL 33782  
Dist From Subject: 6.24 Miles

#### **2 Closed Sale 2**

12983 74th Ave N  
Seminole, FL 33776  
Dist From Subject: 7.10 Miles

#### **3 Closed Sale 3**

1135 Skye Ln  
Palm Harbor, FL 34683  
Dist From Subject: 23.31 Miles



## **EXHIBIT “C”**

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

**IN RE:**

**CASE NO.: 8:18-bk-00212-CPM  
CHAPTER 7**

**DAVID LEE HELMS,**

**Debtor.**

**ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY**

THIS CASE came on consideration without a hearing on PNC Bank, National Association's ("Secured Creditor") Motion for Relief from Stay (Docket No. ##). No appropriate response has been filed in accordance with Local Rule 2002-4. Accordingly, it is:

**ORDERED:**

1. Secured Creditor's Motion for Relief from Automatic Stay is GRANTED.
2. The automatic stay imposed by 11 U.S.C. § 362 is terminated as to the Secured Creditor's interest in the following property located at 325 71st St South, St Petersburg, Florida 33707 in Pinellas County, Florida, and legally described as:  
  
LOT 15 AND 16, BLOCK 16, REVISED MAP OF SOUTH DAVISTA, ACCORDING TO THE

PLAT THEREOF AS RECORDED IN PLAT 4, PAGE 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

3. The Order Granting Relief from Stay is entered for the sole purpose of allowing Secured Creditor to exercise any and all *in rem* remedies against the property described above. Secured Creditor shall not seek an *in personam* judgment against Debtor(s).

4. Secured Creditor is further granted relief in order to contact the Debtor(s) by written correspondence in order to discuss the possibility of a forbearance agreement, loan modification, refinance agreement or loan workout/loss mitigation agreement.

5. This Court makes no determination that the Debtor has defaulted on the underlying obligation.

6. The Secured Creditor's request to waive the 14-day stay period pursuant to Bankruptcy Rule 4001(a)(3) is granted.

7. Attorneys' fees in the amount of \$345.00 and costs in the amount of \$181.00 are awarded for the prosecution of this Motion for Relief from Stay, but are not recoverable from the Debtor(s) or the Debtor(s)' Bankruptcy estate.

###

Attorney, Bouavone Amphone, is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of entry of the order.